BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka old town in ward no -01

Estimate Cost: 100.00 Lakhs

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2314

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/09 / 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **29-01-2021**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **12-02-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Developments of roads and drains at Venkatala and Venkatala Janatha colony in ward no 01 of Yelahanka sub division	200.00	-	As per e-Procurement Portal	03 Months
02	construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka old town in ward no -01	100.00	-	As per e-Procurement Portal	06 Months
03	Providing Street Name board, Fabrication of shed for boating flatform and construction of Rangamandhira at venkatala	100.00	-	As per e-Procurement Portal	03 Months

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	governament school in ward no - 01 of yelahanka Sub division.				
04	Improvements to kalyani at yelahanka lake in kempegowda ward no -01	100.00	-	As per e-Procurement Portal	06 Months
05	Improvements to Roads and Drains at Ambabhavani Layout (Part-1) in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
06	Improvements to Roads and Drains at Ambabhavani Layout (Part-2) in Ward No 03	60.00	-	As per e-Procurement Portal	03 Months
07	Improvements to Roads and Drains at Deo Marvel Layout and Surrounding Area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
08	Improvements to Roads and Drains at Sai Nagara 2 and Surrounding area in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
09	Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Attur Layout surrounding areas in ward no:03	65.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Roads at SFS 707 and Surrounding area in Ward No 03	58.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Drains at SFS 707 and Surrounding area in Ward No 03	76.00	-	As per e-Procurement Portal	03 Months
12	Improvements to Roads and Drains at Sharada Nagara in Ward No 04	98.00	-	As per e-Procurement Portal	03 Months

	2nd Call				
13	Providing Energy efficient and LED Street lights and Wires around Kempegowda ward no:01	25.00	Others	As per e-Procurement Portal	03 Months
14	Providing street name Boards in ward no:03 of Yelahanka Satellite Town Sub Division	50.00	ST	As per e-Procurement Portal	03 Months
15	Improvements of Anganawadi buildings and Improvements of Government school buildings in ward no:04 of Yelahanka satellite town sub division	100.00	-	As per e-Procurement Portal	06 Months
16	Providing Energy efficient LED Street lights control Switches and Wires around ward no:04	25.00	Others	As per e-Procurement Portal	03 Months

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14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಭೂಇ:ಡಿಸಿಬಿ/ ಕಗಗು/ಾ.ಪ.ಕೋ:/2013-14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.
28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
31. Conditional Tenders will not be entertained and they are summarily rejected.

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13. **Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.**
14. **Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.**
15. **Notice Board / Office Copy.**

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderer's:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.1.84 Crores**

(b) satisfactorily completed (at least 50% of the contract value) as prime contractor, at least one similar work such as Development of Parks of value not less than **Rs.46.00 Lakhs**

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No	Description	Unit	Quantity
1	Earthwork excavation	Cum	186.00
2	PCC/RCC	Cum	182.00
3	Centring and Shuttering	Sqm	80.00
4	MS Hot Dip galvanized sq hallow pole	Sqm	155.00
5	Solid Concrete Blocks	Sqm	220.00

Note; Certified Contractors Bill Copies shall be uploaded (Admitted Bill Copies)

[1] Specify the principal items of works to be executed under this contract

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- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **The Office of the Executive Engineer , Yelahanka Division, Bangalore – 560064 on 08-02-2021 at 15.00 Hours**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than **2 days before Pre bid meeting.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

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Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked **"ORIGINAL"** and **"COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY"**. These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

15.2 The **inner and outer** envelopes shall

(a) be addressed to the Employer at the following address:

Office of the Executive Engineer
Yelahanka Division
CMC Road, Yelahanka old town Bangalore – 560064.

(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for .....[name of contract]
- Tender Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

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19.3 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.4 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.5 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.6 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.7 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

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produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- **A Bank Guarantee in the form given in Section 10; or**
- **Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Yelahanka Division, BBMP**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

31. Corrupt or Fraudulent practices

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1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

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Address: ----------

Letter of Acceptance

(letterhead paper of the Employer) .....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....

.....

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees .....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer) .....(date)

To

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

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SECTION 5: CONDITIONS OF CONTRACT

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18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

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41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Refer Section 6: Contract Data

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[11]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Reference**	**Clause**
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is:

Name: The Commissioner [1.1]
Address: BBMP, N.R. Square Bangalore-02
Name of authorized Representative:

Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore – 560064.

The name and identification number of the Contract is

[1.1]
Construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka old town in ward no -01
The Works consist of Construction of Wall

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 06 **months**[12] with the following milestones
[17, 26]

[11] Add any other Organization considered suitable.
[12] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

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V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages [27]will govern the price adjustment for the entire contract:[28]

1.	Labour – P_L	..... %
2.	Cement – P_C	.....%
3.	Steel – P_S	.....%
4.	Bitumen – P_B	.....%
5.	Fuel and Lubricants – P_F[29]	.....%
6	Plant and Machinery Spares – P_P[30]	.....%
7	Other materials – P_M	.....%
	TOTAL	100 %[31]

[40]

The liquidated damages for the whole of the works are **Rs.** 9,200.00/- (amount) per day[32] and that for the milestones are as under (0.1% of total amount)

For Milestone 1:	Rs 3,036.00/- **per day**	[41]
For Milestone 2:	Rs 6,072.00/- **per day**	
For Milestone 3:	Rs .9,200.00/- per day	**/- per day**

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions). [42]

Repayment of advance payment for mobilization :

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such

[27] The percentages have to be approximately worked out on the estimates of cost and incorporated in the tender document before issue. It shall not be changed even if there is change of scope of work during execution.
[28] The components could be added or deleted or changed depending on the nature of the work.
[29] This could vary from 5% for normal works and 10% for highly mechanized operations in the work
[30] This could vary from 15% for normal works to 30% for highly mechanized operations in the work
[31] The total of the percentages for the various components of the works should be 100.
[32] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

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SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF THE PROJECT:_CONSTRUCTION OF COMPOUND WALL AND IMPROVEMENTS TO YELAHANKA GOVT HIGH SCHOOL PREMISES AT YELAHANKA OLD TOWN IN WARD NO.01

SCHEDULE-B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	Dismantling of guard rails by manual means and disposal of dismantled materials with all lifts and stacking serviceable materials and unserviceable materials seperately complete as per specifications and directions of the Engineer in charge.	m	154.17		
2	Earthwork excavation for foundation of buildings, water supply, sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in ordinary soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m. after breaking of clods complete as per specifications and directions of the Engineer in charge.	Cum	147.06		
3	Providing and Filling in foundation with granite / trap broken metal 100mm. and down size, with approved sand including hand packing, ramming, watering, including cost of all materials and labour with all lead and lift. complete as per specifications and directions of the Engineer in charge.	Cum	24.51		
4	Providing and laying in position plain cement concrete of mix 1:4:8(M7.5)with OPC cement @ 180kgs, with 40mm and down size graded granite metal coarse aggregates @0.85cum and fine aggregtes @ 0.57cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost of all materials, labour, HOM of machinery, curing complete as per specifications and directions of the Engineer in charge.	Cum	24.51		

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5	Providing and laying in position plain cement concrete of mix M15 with cement @ 240kgs, with 20mm and down size graded granite metal coarse aggregates @0.878cum and fine aggregtes @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation,plinth and cills, including cost of all materials, labour, HOM of machinery, curing complete as per specifications and directions of the Engineer in charge.	Cum	6.12		
6	Providing and constructing granite / trap / basalt size stone masonry in foundation with cement mortar 1:6, stone hammerd dressed in courses not less than 20 cms high, bond stones at two m. apart in each course including cost of materials, labour, curing complete as per specifications and directions of the Engineer in charge.	Cum	65.36		
7	Filling available excavated earth (excluding rock) in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50 m. and lift upto 1.5 m. including cost of all labourcomplete as per specifications and directions of the Engineer in charge.	Cum	98.04		
8	Conveying the excavated earth, debries etc., with all lead and lifts including loading and unloading charges etc., complete as per specifications and directions of the Engineer in charge.	Cum	49.02		
9	Providing and constructing granite / trap / basalt size stone masonry in superstructure with cement mortar 1:4 , edges of stones chistle dressed in courses not less than 15 cms high, bond stones at two m. apart in each course including cost of materials, labour, scaffolding, curing complete as per specifications and directions of the Engineer in charge.	Cum	42.88		
10	Providing ruled pointing to coursed stone masonry with cement mortar 1:3, 20mm deep, after raking joints to depth of 20mm nicely lining, including cost of materials, labour, curing complete as per specifications and directions of the Engineer in charge.	Sqm	190.60		
11	Earth work for lowering and levelling the ground other than foundation works by mechanical means upto 3.00 depth, including providing shoring and strutting, removal of stumps and other deleterious matter, dressing of sides and bottom, filling back the excavation earth to the extent required including the cost of labour & HOM of machineries, as per drawing and technical specification.Item no. 2.24 Page no. 8	Cum	466.53		

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12	Compaction of original ground with maximum of 6 passes of 8 to 10 tonnes power roller including filling in depression occuring during rolling including cost of all labour, HOM of machinery complete as per specifications and directions of the Engineer in charge.	Sqm	2269.48		
13	Construction of embankment with approved material Gravel/Murrum with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement Table 300- 2 complete as per specifications.(Including cost of gravel / murrum, watering charges & compaction by vibratory roller to 95% of proctors density)complete as per specifications and directions of the Engineer in charge.	Cum	680.84		
14	Providing and laying in position plain cement concrete of mix M20 with OPC cement @ 300kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregtes @ 0.43cum, with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM of machinery, curing complete as per specifications and directions of the Engineer in charge.	Cum	184.00		
15	Providing and removing centering, shuttering, strutting, propping etc., and removal of form work for vertical surface such as walls at any thickness , including attached pilasters, buttresses, plinth and string courses cost of all materials, labour complete as per specifications and directions of the Engineer in charge.	Sqm	88.01		
16	Providing and laying in position reinforced cement concrete of Design mix M25 with OPC cement @ 340kgs, with 20mm and down size graded granite metal coarse aggregates @0.70 cum and fine aggregtes @ 0.47cum, with super plasticisers @ 3 liters confirming to is 9103-1999 reafirmed-2008 at machine mixed, concrete laid in layers not exceeding 15 cms thick, vibrated for all works in foundation for footings, pedastals, retaining walls, return walls, walls (any thickness) including attached pilasters, columnspillars, posts, struts, buttresses, bed blocks, anchor blocks & plinths etc., including cost of all materials, labour, HOM of machinery, curing, complete as per specifications and directions of the Engineer in charge.	Cum	5.44		

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17	Providing T.M.T bars Fe 500 steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications and directions of the Engineer in charge.	Tonne	0.82		
18	Providing and laying/fixing cement base, precast, pre polished cement concrete, designer tiles 25mm thick for flooring conforming to IS 1237 heavy duty tiles for flooring, treads of steps and landing, laid on a bed of 12mm thick cement mortar 1:3 mis finished with flush pointing using white cement, including cost of materials, mortar including cutting, griding the edge to half/full round wherever required, labour, curing complete as per specifications and directions of the Engineer in charge.	Sqm	2269.48		
19	Providing and constructing load bearing wall with solid concrete blocks of size 400x200x200 mm having block density not lessthan 1800 kg/m3 and having a minimum average compressive strength 5.00 N/mm2 confirming to IS 2185 (Part) : 2005 and constructed with CM 1:4 , as per IS 2572:2005 including cost of all materials, labour charegs, scaffolding, curing complete as per specifications and directions of the Engineer in charge.	Sqm	276.39		
20	Providing 18mm thick cement plaster in single coat with cement mortar 1:4, to brick masonry including rounding off corners. wherever required smooth rendering, Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and directions of the Engineer in charge.	Sqm	552.79		
21	Fencing/ Railing KSRRB M800-17. G.I. Barbed Wire Fencing 1.2 Metre High-Providing and fixing 1.2 metres high GI barbed wire fencing with 1.8 m angle iron posts 40 mm x 40 mm x 6 mm placed every 3 metres center to center founded in M15 grade cement concrete, 0.6 metre below ground level, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with 9 horizontal lines and 2 diagonals interwoven with horizontal wires, fixed with GI staples, turn buckles etc complete as per specifications and directions of the Engineer in charge.	m	84.00		

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22	Providing and laying in position plain cement concrete of mix M20 with OPC cement @ 300kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregtes @ 0.43cum, with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM of machinery, curing complete as per specifications and directions of the Engineer in charge.	Cum	12.08		
23	Providing and fixing of wall cladding (DATA RATE) complete as per specifications and directions of the Engineer in charge.	Sqm	372.95		
24	Fabricating providing and erecting in position of MS Hot Dip galvanized sq hallow poles of 132 x132 heavy gauge length 3000mm with MS Hot Dip galvanized grill work as per approved design and drawing of chief architect using 12 x75mm galvanized flat for alround frame and 20 x 20mm galvanized forged ornamental arrow head in top and buttom the work is inclusive of throughing flat square rods placing welding all the joints including griding finishing 2 coats of anticorrossive paint over one coat of metal primer the rate is inclusive of all materials all items of work cost painting welding cutting griding with lead and lift as per specifications including loading and unloading with cost and conveyance of all materials labour machinery and incidental charges for the successful completion of the work as per direction of engineer in charge of work	Sqm	163.57		
25	Executive Bench-Made out of Sadarahalli grey stone with hand supports with 3 line finishing with arch design with 100mm slabs. Height 90X Length 1500 width 45 cms (Approved Data Rate) complete as per specifications and directions of the Engineer in charge.	Nos	10.00		

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26	Providing and fixing M.S. Gate as per Chief Architect Drawing, using 50mm x 50mm 14 guage M.S. hollow pipe frame work bent to ornamental shape as shown in the drawing and 35mm x 6mm and 16 x 16mm Square rods for verticals alternatively spaced at 4cms c/c in two halves and 40mmx6mm M.S. flats for horizontal member and at the top cast iron spikes are provided at alternate vertical members asshown in the drawing etc., complete. All the steel surface should be thoroughly cleaned free of rust and painted with anti corrosive paint (shop paint) etc., complete. The work includes cost of all materials, labour charges for all items of work, hire charges for welding, cutting and grinding equipment, and electricity charges, with lead and lift, loading and unloading charges, etc complete as per specifications and directions of the Engineer in charge.	Sqm	9.76		

SECTION 8: DRAWINGS
(Enclosed)
SECTION 9: BILL OF QUANTITIES

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.=[ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]*

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s Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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